

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

ELLIOT SIEGEL,

Plaintiff,

v.

YAAKOV MILSTEIN, AVROHOM Y.
SOROTZKIN, and J SYNERGY GREEN,
INC.,

Defendants.

Index No. 2-21-cv-04032-JS-SIL

VERIFIED ANSWER

Defendant YAAKOV MILSTEIN, AVROHOM Y. SOROTZKIN, and J SYNERGY GREEN, INC. (hereinafter “Defendants”), by and through their attorneys, Jones Law Firm, P.C., as and for their Answer to the Complaint filed by ELLIOT SIEGEL (hereinafter “Plaintiff”), hereby respond as follows:

The response in each numbered paragraph in the Answer refers to the allegations in the paragraph under the same number in the Complaint.

Parties and Jurisdiction

- 18. Deny information or knowledge sufficient to form a belief.
- 19. Admit.
- 20. Admit.
- 21. Admit.
- 22. Admit

**AND AS FOR THE FIRST CAUSE OF ACTION
(Breach of Contract)**

23. Defendants repeat, reallege and reiterate each and every response set forth in paragraphs “1” through “5” as if set forth in full herein.

24. Deny.

25. Deny.

26. Deny.

27. Deny.

28. Deny.

29. Deny.

30. Deny.

31. Deny.

32. Deny.

33. Admit that Defendants have not paid Plaintiff but deny that any payment is due.

34. Deny.

35. Deny.

36. Deny.

AND AS FOR THE SECOND CAUSE OF ACTION
(Unjust Enrichment)

37. Defendants repeat, reallege and reiterate each and every response set forth in paragraphs “1” through “19” as if set forth in full herein.

38. Deny.

39. Deny.

AND AS FOR THE THIRD CAUSE OF ACTION
(Quantum Meriut)

40. Defendants repeat, reallege and reiterate each and every response set forth in paragraphs “1” through “22” as if set forth in full herein.

41. Deny.

42. Deny.

43. Deny.

44. Deny.

45. Deny that any services were performed. If such services were performed deny that their value was at least \$25,000.

46. Deny.

AND AS FOR THE FOURTH CAUSE OF ACTION
AGAINST DEFENDANT YAAKOV MILSTEIN

[Alter Ego]

47. Defendants repeat, reallege and reiterate each and every response set forth in paragraphs “1” through “30” as if set forth in full herein.

48. Admit that Yaakov Milstein is and was at all relevant times an owner and officer of J Synergy Green, Inc.

49. Deny.

50. Deny.

51. Deny.

52. Deny.

53. Deny.

54. Deny.

55. Deny.

AND AS FOR THE FIFTH CAUSE OF ACTION
AGAINST DEFENDANT AVROHOM Y. SOROTZKIN

[Alter Ego]

56. Defendants repeat, reallege and reiterate each and every response set forth in paragraphs “1” through “38” as if set forth in full herein.

57. Admit that at all relevant times Avrohom Y. Sorotzkin has been an owner and officer of J Synergy Green, Inc.

58. Deny.

59. Deny.

60. Deny.

61. Deny.

62. Deny.

63. Deny.

64. Deny.

AND AS FOR THE SIXTH CAUSE OF ACTION
AGAINST DEFENDANTS
[Violation of Wage Theft Prevention Act]

65. Defendants repeat, reallege and reiterate each and every response set forth in paragraphs “1” through “47” as if set forth in full herein.

66. Deny that any agreement existed. If an agreement did exist, whether any breach of that agreement constitutes a violation of the Wage Theft Prevention Act is a question of law to which no response is required. If a response is required, Defendants deny.

67. Deny.

68. Deny.

AND AS FOR THE SIXTH CAUSE OF ACTION
AGAINST DEFENDANTS
[Violation of Fair Labor Standards Act]

69. Defendants repeat, reallege and reiterate each and every response set forth in paragraphs “1” through “51” as if set forth in full herein.

70. Deny that any agreement existed. If an agreement did exist, whether any breach of that agreement constitutes a violation of the Fair Labor Standards Act is a question of law to which no response is required. If a response is required, Defendants deny.

71. Deny.

72. Deny.

Deny that Plaintiff is entitled to any of the relief requested in the WHEREFORE clause.

AFFIRMATIVE DEFENSES

FIRST DEFENSE (UNCLEAN HANDS)

73. Defendants repeat and reallege all prior responses and allegations as though fully set forth at length herein.

74. All of Plaintiff's claims are barred by the doctrine of unclean hands as Plaintiff has committed a wrongdoing, and this lawsuit is attempting to benefit from its wrongdoing.

SECOND DEFENSE (UNCONSCIONABILITY)

75. Defendants repeat and reallege all prior responses and allegations as though fully set forth at length herein.

76. Plaintiff's claims are barred, in whole or in part, by the doctrine of unconscionability.

THIRD DEFENSE (FAILURE TO MITIGATE)

77. Defendants repeat and reallege all prior responses and allegations as though fully set forth at length herein.

78. Plaintiff's claims are barred, in whole or in part, for its failure to mitigate its alleged damages.

FOURTH DEFENSE (OFFSET)

79. Defendants repeat and reallege all prior responses and allegations as though fully set forth at length herein.

80. Defendants provided goods, services, and money to Plaintiff at a combined value at or above the amount owed to Plaintiff, if any.

FIFTH DEFENSE (BAD FAITH)

81. Defendants repeat and reallege all prior responses and allegations as though fully set forth at length herein.

82. Plaintiff did not perform any contract in good faith.

SIXTH DEFENSE (BREACH OF DUTY OF LOYALTY)

83. Defendants repeat and reallege all prior responses and allegations as though fully set forth at length herein.

84. If there was an employment agreement, Plaintiff breached his duty of loyalty and caused Defendants damages in an amount equal to or greater than Plaintiff's own claims.

SEVENTH DEFENSE (THEFT OF TRADE SECRETS)

85. Defendants repeat and reallege all prior responses and allegations as though fully set forth at length herein.

86. Plaintiff stole trade secrets from Defendants, causing Defendants damages in an amount equal to or greater than Plaintiff's own claims.

EIGHTH DEFENSE (BREACH OF AGREEMENT TO ARBITRATE)

87. Defendants repeat and reallege all prior responses and allegations as though fully set forth at length herein.

88. Plaintiff and Defendants had a binding verbal agreement to arbitrate before a Jewish tribunal known as a "Beis Din."

89. Defendants appeared before the Beis Din, but Plaintiff failed to appear.

90. Plaintiff should be estopped from making any claims for attorney fees or costs of this action due to his bad faith in efforts to resolve the dispute prior to commencing litigation.

91. This action is barred because the parties had a preexisting agreement to arbitrate and Plaintiff should be subject to sanctions for breach of that agreement.

New York, New York

Dated: July 23, 2021

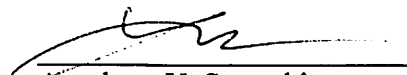


T. Bryce Jones, Esq.
Jones Law Firm, P.C.
1270 6th Ave, Fl 7
New York, NY 10020
bryce@joneslawnyc.com
(212) 258-0685
Attorneys for Defendants

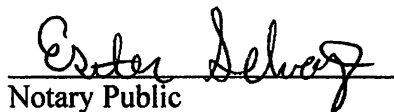
VERIFICATION

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

Avrohom Y. Sorotzkin, being duly sworn, hereby swears subject to the penalty of perjury that I am an officer of J Synergy Green, Inc., have read the foregoing Verified Answer and found the statements contained therein to be true based on my own personal knowledge except as to those matters alleged upon information and belief, as to those matters I believe them to be true.


Avrohom Y. Sorotzkin

Sworn to before me this
23 day of JULY 2021


Notary Public

ESTHER SCHWARTZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6203587
Qualified in Nassau County
My Commission Expires 04-13-2025

VERIFICATION

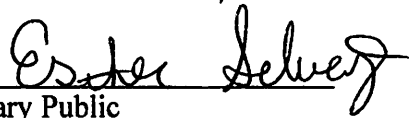
STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

Yaakov Milstein, being duly sworn, hereby swears subject to the penalty of perjury that I am an officer of J Synergy Green, Inc., have read the foregoing Verified Answer and found the statements contained therein to be true based on my own personal knowledge except as to those matters alleged upon information and belief, as to those matters I believe them to be true.



Yaakov Milstein

Sworn to before me this
23 day of July 2021



Notary Public

ESTHER SCHWARTZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SC6203587
Qualified in Nassau County
My Commission Expires 04-13-2025